AMENDMENT TO SERVICE AREA AGREEMENT

This Amendment to Service Area Agreement is made as of this 25 day of

Ture, 2003, by and between ILLINOIS RURAL ELECTRIC COOPERATIVE,
hereinafter referred to as "Cooperative" and CENTRAL ILLINOIS PUBLIC SERVICE

COMPANY d/b/a AMERENCIPS, hereinafter referred to as "Utility";

WITNESSETH:

WHEREAS, Cooperative and Utility are each an electric supplier as defined by the Electric Supplier Act of the State of Illinois, approved July 2, 1965; and

WHEREAS, pursuant to Section 6 of said Electric Supplier Act, the parties hereto are authorized to contract together, defining and delineating one or more service areas in which each shall be entitled to furnish electric service, which contract shall be subject to the approval of the Illinois Commerce Commission; and

WHEREAS, the parties hereto have entered into a Service Area Agreement dated June 26, 1969, defining and delineating service areas including but not limited to the real estate described below in which each shall be entitled to furnish electric service; and

WHEREAS, the parties thereto desire to contract in order to avoid duplication of facilities and to minimize disputes between themselves which may result in inconvenience and diminished efficiency to the public.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Cooperative and Utility agree as follows:

1. The territory located immediately south of and outside of the corporate boundaries of the City of Roodhouse, Greene County, heretofore delineated to be served by CIPS pursuant to the aforementioned service area agreement between the Utility and the Cooperative, shall be

amended to provide for the delineation of the service territories between the Utility and Cooperative as set forth on the attached map marked Exhibit 1 and by reference incorporated herein. In that respect, the aforementioned service area agreement and the maps attached thereto shall be amended. The map attached hereto reflects by the blue colored area the territory previously delineated to be served by the Utility and which by this Amending Agreement is being transferred to the Cooperative and will henceforth be delineated as the exclusive service territory of the Cooperative. Such transferred service territory shall be subject to the right of the City of Roodhouse to provide electric service to the area shaded orange located in the Southeast Quarter of Section 19, Township 12 North, Range 11 West of the 3rd P.M., Greene County, Illinois, as shown on the attached map and to the eight customers identified as the orange areas on the attached map and further identified by name on the map attachment which customers shall be served by the City of Roodhouse pursuant to the Service Area Agreement between the utility and the City of Roodhouse approved by the Illinois Commerce Commission contemporaneously herewith in Docket No. 02-0286. The authorized service area for customers number 3, 4, 5, 6, 7 and 8, and their respective successors and assigns shall be limited to an area 100 feet in radius as shown on the attached map and as measured from the point of service located at the Longitude/Latitude coordinates identified for each of such eight customers on the map attachment. The authorized service area for each of customers number 1 and 2 and their respective successors and assigns shall be the area described on attachments A and B to the map marked Exhibit 1 and by reference incorporated herein.

2. Nothing in this Amending Agreement shall affect the service areas delineated to be served by either of the parties hereto pursuant to such Service Area Agreement and territory

or at facilities other than as designated on the attached map marked Exhibit 1 and by reference incorporated herein.

- 3. Upon the execution of this Amendment to Service Area Agreement, the parties hereto will forthwith file a joint application of its approval with the Illinois Commerce Commission and this Amendment shall be subject to Commission approval.
- 4. When approved by the Commission, this Amendment shall become effective forthwith and shall continue in full force and effect until or unless it is amended and such amendment is approved by the Commission or rescinded by the further written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to Service Area Agreement to be executed in their respective corporate names by their duly authorized officers and their respective corporate seals to be hereunto affixed as of the day and year first above written.

ILLINOIS RURAL ELECTRIC COOPERATIVE

Its General Manager

Attest:

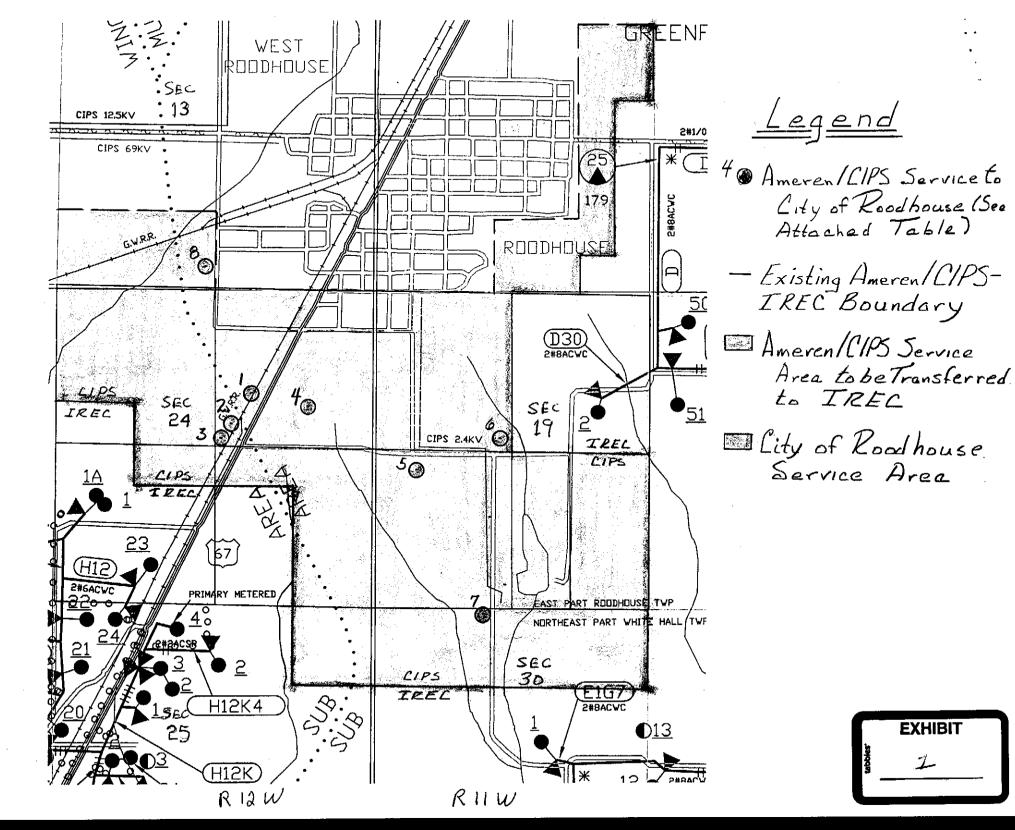
reccipsjointpetition/jtelec

Attest:

Secretary

CENTRAL ILLINOIS PUBLIC SERVICE

COMPANY d/b/a AmerenCIPS



CIPS GPS POINTS 4/10/2003

Ameren/CIPS Services to become City of Roodhouse Services

	LONGITUDE	LATITUDE		LOCATION		
SERVICE ID.	DEGREE / MIN / SEC WEST	DEGREE / MIN / SEC NORTH	Customer / Service Name	Section	Township	Range
1	90 22 54.296	39 28 20.3367	Hagen & Henry Feeds / Cloverleaf Feeds	SW of NE 24	12N	12W
2	90 22 58.660	39 28 15.1751	Tri-County Service Co ./ Greene County Service Co.	SW of NE 24	12N	12W
3	90 23 00.817	39 28 12.803	B & C Joint Adventures / Greene County Service Co. / Tri-County Service Co.	SW of NE 24	12N	12W
4	90 22 42.157	39 28 18.102	John Roodhouse/Richard Roodhouse & Bonnie L Roodhouse	SE of NE 24	12N	12W
5	90 22 18.790	39 28 07.34061	L K Hubbard	NE of SW 19	12N	11W
6	90 22 01.165	39 28 12.6700	A D Ruyle	SE of NW 19	12N	11W
7	90 22 04.563	39 27 43.2144	Steven L. & Penny Castleberry	NE of NW 30	12N	11VV
8	90 23 04.241	39 28 41.533	Steve Shive	SE of SW 13	12N	12W

Service Area for each of customers Nos. 1 and 2 shall consist of the metes and bounds description as reflected in the attachments A and B.

Service Area for each of the above customers Nos. 3, 4, 5, 6, 7 and 8 shall cover an area 100 feet in radius as shown on the attached map and as measured from the point of service. The point of service is located at the Longitude / Latitude Coordinates shown in the above table which were established for each customer by GPS.

9 90 22 03.151 39 27 59.4013 City of Roodhouse W 1/2 of SE 19 12N 11W 90 22 00.020 39 27 48.1413

City of Roodhouse Service Area includes entire orange shaded area within SE 1/4 or Section 19, Twp 12N Rge 11 W 3rd PM

ATTACHMENT A DESCRIPTION OF SERVICE AREA FOR CUSTOMER NO. 1 HAGEN & HENRY FEEDS/CLOVERLEAF FEEDS

Part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-four (24), Township Twelve (12) North, Range Twelve (12), West of the Third Principal Meridian, situated in the County of Greene and State of Illinois, more particularly described as follows:

Beginning at the intersection of the South line of the Northeast Quarter of Section Twenty-four (24) with the West right of way of the Chicago and Alton Railroad (now the Gulf, Mobile & Ohio Railroad), thence Northeast along the said West right of way line, 837.40 feet to the point of beginning, thence West along the North line of the property sold by John Roodhouse and Gladys Roodhouse to Adele Leathers, 250 feet, thence Northeasterly parallel with said Railroad right of way 350 feet, thence East 250 feet to the west line of said Railroad right of way, thence Southwesterly 350 feet to the place of beginning, containing 2.01 acres, more or less,

situated in the County of Greene and State of Illinois.

ATTACHMENT B DESCRIPTION OF SERVICE AREA FOR CUSTOMER NO. 2 TRI-COUNTY SERVICE CO./GREENE COUNTY SERVICE CO.

A tract of land in the North Half of Section 24, Township 12 North, Range 12 West of the Third Principal Meridian, Greene County, Illinois, more particularly described as follows: Beginning at the Southwest corner of a tract conveyed to a predecessor of the Grantee herein in a Warranty Deed recorded in Book 205, Page 336, said point being located on the South line of the said North Half of Section 24; thence Northeasterly 837.4 feet along the West boundary line of the aforesaid tract described in Book 205, Page 336, said line being parallel with the West right of way line of the former Chicago and Alton Railroad (G.M.&O. Railroad); thence East 98.45 feet along a line parallel with the South line of said North Half of Section 24, to a point which is the Southwest corner of a tract owned by Cloverleaf Feed Company as per Corporate Deed recorded in Book 221, Page 49; thence Northeasterly 350 feet have along the West boundary line of the aforesaid tract described in Book 205, Page 336, to a point being the Northwest corner of said tract and said line being parallel with said West right of way line of the former-Chicago and Alton Railroad and said point also being the Northeast corner of the trace conveyed herein thence West 900 feet, more or less, along a line parallel with the South line of said North Half of Section 24, to a point on the East boundary line of a 35.04 acre tract owned by the City of Roodhouse in the Northwest Quarter of Section 24: thence South 1063.57 feet, more or less. # 00000000007 along the said East boundary line of the City of Roodhouse tract and a southern extension of said line to the South line of said North Half of Section 24; thence East 273.59 feet, more or less, along the South line of said North Half of Section 24 to the place of beginning,

And ALSO the North 15 feet of a tract described as follows: Beginning at the intersection of the South line of the Northeast Quarter, Section Twenty-four (24) with the West right-of-way line of the Chicago & Alton Railroad (G.M. & O. Railroad); thence Northeast along said West right-of-way line, 837.40 feet; thence West 348.45 feet along a line parallel with said South line Northeast Quarter of Section Twenty-four (24); thence Southwest 837.40 feet along a line parallel with aforesaid West right-of-way line to a point on said South line Northeast Quarter, Section Twenty-four (24); thence East 348.45 feet to the place of beginning, situated in the County of Greene, in the State of Illinois,

A part of the Northeast Quarter of Section 24, Township 12 North, Range 12 West of the Third Frincipal Meridian, more particularly described as follows:

Beginning at the intersection of the south line of said Northeast Quarter, Section 24 with the west right of way line of the Chicage & Alton Railroad (GM&O Railroad); thence Mortheast along said west right of way line, 837.40 feet; thence west 348.45 feet along a line parallel with said south line Northeast Quarter, Section 24; thence Southwest 837.40 feet along a line parallel with aforesaid west right of way line to a point on said south line Mortheast Quarter, Section 24; thence East 348.45 feet to the place of beginning; situated in the County of Greene, in the State of Illinois, EXCEPT the north 15 feet thereof.